



AGENDA BILL APPROVAL FORM

Agenda Subject: Easement for Puget Sound Energy		Date: January 20, 2009
Department: Public Works	Attachments: Easement & Figure	Budget Impact: \$ 0
Administrative Recommendation: City Council authorize Easement with Puget Sound Energy on City-Owned Property.		
Background Summary: In order to provide utility service to City Hall and adjacent properties, and in support of the Auburn Professional Plaza, Puget Sound Energy facilities must be constructed on City property along North Division Street between Main Street and 1 st Street NE. The attached Easement grants Puget Sound Energy the required easements to construct, maintain, and modify facilities on City property. The attached Figure depicts the area encumbered by the easement, which totals 890 square feet.		
Reviewed by Council & Committees: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Arts Commission <input type="checkbox"/> Airport <input type="checkbox"/> Hearing Examiner <input type="checkbox"/> Human Services <input type="checkbox"/> Park Board <input type="checkbox"/> Planning Comm. </div> <div style="width: 45%;"> COUNCIL COMMITTEES: <input type="checkbox"/> Finance <input type="checkbox"/> Municipal Serv. <input type="checkbox"/> Planning & CD <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other _____ </div> </div>		Reviewed by Departments & Divisions: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Building <input type="checkbox"/> Cemetery <input type="checkbox"/> Finance <input type="checkbox"/> Fire <input type="checkbox"/> Legal <input checked="" type="checkbox"/> Public Works </div> <div style="width: 45%;"> <input type="checkbox"/> M&O <input type="checkbox"/> Mayor <input type="checkbox"/> Parks <input type="checkbox"/> Planning <input type="checkbox"/> Police <input type="checkbox"/> Human Resources </div> </div>
Action: Committee Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Council Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Call for Public Hearing __/__/__ Referred to _____ Until __/__/__ Tabled _____ Until __/__/__		
Councilmember: Wagner		Staff: Dowdy
Meeting Date: : January 20, 2009		Item Number:

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attention: R/W Department
PO Box 90868, EST-06W
Bellevue, WA 98009-9868

EASEMENT

REFERENCE #: CITY OF AUBURN
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: NE ¼ Sec. 13, Twp. 21N, Rg. 04E, W.M.
ASSESSOR'S PROPERTY TAX PARCELS: 781620-0060

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **CITY OF AUBURN**, a municipal corporation of the State of Washington limited liability company, ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in **KING** County, Washington:

LOTS 1 THROUGH 4 AND LOTS 5 THROUGH 8, BLOCK 1, FIRST ADDITION TO SLAUGHTER, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, AT PAGE 84, RECORDS OF KING COUNTY, WASHINGTON, TOGETHER WITH ADJOINING ALLEY, VACATED UNDER CITY OF AUBURN ORDINANCE NUMBER 3159 AND RECORDED UNDER KING COUNTY RECORDING NUMBER 7703240579; EXCEPT THAT PORTION OF LOT 4, BLOCK 1, FIRST ADDITION TO SLAUGHTER, RECORDED IN VOLUME 2 OF PLATS, AT PAGE 84, DEDICATED AS PUBLIC RIGHT OF WAY AND RECORDED UNDER RECORDING NUMBER 20070619000372, RECORDS OF KING COUNTY, WASHINGTON. SITUATE IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., CITY OF AUBURN, KING COUNTY, WASHINGTON.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

An Easement Area 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

THE CENTERLINE OF GRANTEE'S FACILITIES AS CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE NORTH 22 FEET OF THE EAST 35 FEET; AND

THE SOUTH 15 FEET OF THE NORTH 110 FEET OF THE EAST 8 FEET OF THE ABOVE-DESCRIBED REAL PROPERTY; EXCEPT THOSE PORTIONS OF THE PROPERTY OCCUPIED BY EXISTING BUILDING FOOTINGS, FOUNDATIONS, AND/OR SUBSURFACE STRUCTURES.

1. **Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. **Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this _____ day of _____, 2009.

GRANTOR:
CITY OF AUBURN, a municipal corporation
of the State of Washington

BY: _____

TITLE: _____

APPROVED AS TO FORM:

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2009 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the _____ and _____ of the CITY OF AUBURN, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be _____ free and voluntary act and deed and the free and voluntary act and deed of the CITY OF AUBURN, for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument on behalf of said CITY OF AUBURN.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at _____
My appointment expires _____

Notary seal, text and all notations must be inside 1" margins

